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REGION 5

FACSIMILE TRANSMITTAL FORM

Date: SEPTEMBER 10, 2002

Fax Recipient: MIKE HARRIS, OSC - Region 5

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Subject: DAZ Superfund Site - Removal

Number of Pages: 6 (total)

Comments:

[Redacted Comments]

Tom Turner
US EPA ORC
RS



msteinberg@morganlewis.com on 08/30/2002 12:01:33 PM

To: tfaye@westol.com, [REDACTED]
cc: jrblum@xtra.com, damoran@xtra.com

Subject: final access agreement for Old American Zinc site

Terri, I am attached hereto the final access agreement for the Old American Zinc site. I have made the 2 modifications you requested earlier this week. I have also added the word "impermeable" in paragraph 4 to make clear what I think was already pretty obvious -- the containment dikes that will be placed around the diesel fuel tanks need to be capable of preventing any spilled fuel from passing through them.

Please sign the agreement and return it to me via FAX today so that I may counter-sign for XTRA. Many thanks for your cooperation.

Michael W. Steinberg
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(See attached file: 1-WA_1835740_3.DOC)

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2 Redactions / EX. 4&6

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**AGREEMENT FOR ACCESS TO PROPERTY
AND STORAGE OF EQUIPMENT AND SOILS**

Old American Zinc Superfund Site
Fairmont City, Illinois

Name: XTRA Intermodal, Inc. ("XTRA")

Property: 2575 Kings Highway
Fairmont City, Illinois

XTRA hereby consents to employees, contractors, and authorized representatives of Blue Tee Corp. (herein collectively referred to as "Blue Tee") entering and having continued access to the Property for the following purpose and in consideration of the following conditions.

Access is granted only to allow Blue Tee to satisfy the requirements of the Administrative Order on Consent ("AOC") for the Old American Zinc Site, executed by Blue Tee and the U.S. EPA, Region V in March 2002.

Access is granted in consideration of the following conditions, to which XTRA and Blue Tee mutually agree:

1. Access shall be limited to two areas: an Equipment Staging Area and a Soil Staging Area.

A. The Equipment Staging Area will consist of: (1) the south entrance gate and areas surrounding the gate, as necessary to enter the Property, and (2) the approximately 2.2-acre, roto mill-covered area directly south of the south entrance gate. The 2.2-acre roto mill-covered area within the Area is bordered by fences to the north and east, blocked by a concrete barrier and 2 chassis to the south, and bordered by a drainage ditch to the west;

B. The Soil Staging Area will consist of: (1) approximately 2 acres adjacent to the piles of zinc smelting slag located on the north side of the Property, and (2) a gravel road to be constructed by Blue Tee to provide access from Maryland Avenue to the approximately 2-acre area. Blue Tee shall remove this gravel road at the conclusion of the removal action if so requested by XTRA.

2. The Equipment Staging Area shall be used solely to:

- Place and use an office/storage trailer(s) on the Property;
- Connect phone, fax, electric, and computer service to this trailer(s);
- Transport and temporarily store necessary equipment (including vehicles

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and diesel fuel tanks) and supplies.

3. Blue Tee shall temporarily store (a) all waste generated from the sampling or analysis of soil or sediment samples, (b) all contaminated personal protection or sampling equipment, and (c) all other waste generated as part of the work required by the AOC, with the exception of excavated soils (e.g., from nearby residences) addressed in paragraph 5, in a dumpster or roll-off container to be located adjacent to the office/storage trailer(s) in the Equipment Staging Area. Blue Tee shall then transport these accumulated materials off-site to an appropriate licensed disposal facility in a timely manner.

4. The diesel fuel tanks shall be surrounded by impermeable containment dikes for secondary containment of any leaks or spills from the tanks. The dikes shall have the capacity to contain at least 110% of the total capacity of the fuel tanks. Blue Tee shall inspect the fuel tanks daily for indications of leaks or spills. In the event of a leak or spill, Blue Tee shall promptly dispose of any material found within the containment dikes, including leaked or spilled fuel and any rain water. In the event of a leak or spill outside the containment dikes, Blue Tee shall promptly place absorbent material on the leaked or spilled fuel. Blue Tee shall maintain a sufficient quantity of absorbent material in the immediate vicinity of the fuel tanks to address potential leaks or spills from the tanks.

5. The Soil Staging Area shall be used solely for transporting and storing excavated soils (e.g., from nearby residences).

6. Blue Tee shall test excavated soils (e.g., from nearby residences) and shall ensure that no soils transported or stored on the Property are RCRA hazardous waste. Blue Tee shall provide copies of all test results to XTRA. XTRA may sample and analyze any soils in the Soil Staging Area. Blue Tee shall, if XTRA so requests, immediately remove from the Property any soils that XTRA determines to be RCRA hazardous waste. Blue Tee and XTRA shall each afford the other a reasonable opportunity to obtain split samples for separate analysis.

7. Blue Tee shall transport all excavated soils (e.g., from nearby residences) across the Property and store them in the Soil Staging Area in a manner that prevents emissions of excavated soils to the air or water. Emissions shall be prevented by, among other things:

- A. placing a compact and rolled sub-base before soils are placed in the Soil Staging Area;
- B. keeping the soils moist to prevent creating dust;
- C. covering the soils during transport;
- D. constructing three-foot berms and placing silt fences around the perimeter

of the soil pile on the ground; and

E. permanently covering the soil pile on the ground (using either a vegetative cover or an HDPE or F¹ C cover) when transportation of soils to the Soil Staging Area is complete.

8. At the completion of the Remedial Investigation/Feasibility Study for the Old American Zinc Superfund Site, XTRA and Blue Tee shall confer in good faith regarding the disposition of the soil pile in the Soil Staging Area. If XTRA so requests following that conference, Blue Tee shall remove the soil pile and shall then transport the accumulated materials off-site in a timely manner.

9. All activities shall be conducted so as not to disrupt XTRA's normal business operations.

10. Blue Tee shall observe the following Health & Safety provisions in addition to any Health & Safety Plan that Blue Tee may use as part of its work: any flammable or combustible materials must be stored in approved flammable cabinets or tanks; all workers must wear steel-toed safety shoes, and must be issued safety glasses and hearing protection; horsplay is not permitted at any time; unauthorized persons may not touch switch box controls, light switches, circuit breakers panel switches, or other electrical equipment; and all items considered to be hazardous articles by Federal or State law enforcement officials, such as firearms or weapons, may not be transported or stored on the Property at any time.

11. XTRA may terminate this Agreement at any time by giving 72 hours written notice to Blue Tee.

The grant of this permission shall not constitute any admission of fact or law by XTRA with respect to the Property, or otherwise. XTRA reserves all of its rights and defenses under applicable law.

Blue Tee is solely responsible for insuring that all work performed pursuant to this Agreement complies with applicable law. Blue Tee shall indemnify, defend, and hold harmless XTRA from any costs, and from any third-party claims against XTRA, arising out of the activities on or within the Property pursuant to this Agreement.

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AGREED TO:

For Blue Tee:

Date

Signature

Title/Address

For XTRA:

Date

Signature

Title/Address